

ITT

10733  
RECORDATION NO. .... Filed 1425

AUG 10 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

ITT Industrial Credit Company

25954 Eden Landing Road, Suite 201

P. O. Box 3623

Hayward, California 94540

Telephone (415) 783-4611

9-2221021

August 6, 1979

Secretary of the Interstate Commerce Commission  
Washington, D. C. 20423

Date AUG 10 1979

Fee \$ 50.00

Gentlemen:

CC Washington, D. C.

The following data and attached document are submitted to you requesting that they be recorded for the perfection of a security interest in the railroad rolling stock mentioned below.

Debtor : James L. Treadwell  
Elizabeth W. Treadwell  
2759 Broderick Street  
San Francisco, California 94123

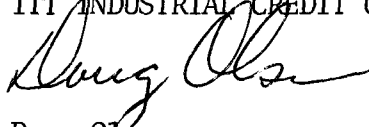
Lender  
(Secured Party): ITT Industrial Credit Company  
P. O. Box 3623  
Hayward, California 94540

Equipment  
Description : Twenty-Five (25) 2,001 cubic foot,  
70-ton gravity discharge hopper cars  
AAR Reporting Marks PLMX501 through  
PLMX525.

All documentation should be returned to ITT Industrial Credit Company,  
P. O. Box 3623, Hayward, California 94540.

Sincerely,

ITT INDUSTRIAL CREDIT COMPANY



Doug Olson  
Regional Credit Manager

DO:kad

INTERSTATE  
COMMERCE COMMISSION  
RECEIVED  
AUG 9 1979  
ADMINISTRATIVE SERVICES  
MAIL UNIT

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

8/10/79

**OFFICE OF THE SECRETARY**

Doug Olson  
ITT Industrial Credit Company  
25954 Eden Landing Road, Suite 201  
P.O.Box 3623  
Hayward, California 94540

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/10/79 at 12:40pm, and assigned re-recording number(s) 10733

Sincerely yours,

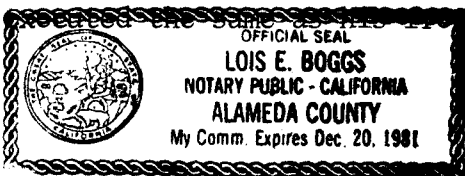
*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

INDIVIDUAL FORM OF ACKNOWLEDGMENT

State of California, County of Alameda, ss. On this 11th day of April, 1979, before me personally appeared James L. Treadwell and Elizabeth W. Treadwell to me known to be the persons described in and who executed the foregoing instrument and he acknowledged that he ~~executed the same as his~~ act and deed.



My commission expires December 20, 1981

  
Lois E. Boggs, Notary Public

10733

# SECURITY AGREEMENT (CHATELS)

RECORDATION NO. \_\_\_\_\_ Filed 14

2 - 6840

James L. Treadwell AUG 10 1979 - 12 40 PM

Elizabeth N. Treadwell  
Debtor INTERSTATE COMMERCE COMMISSION2750 Broderick Street  
AddressSan Francisco San Francisco California  
City County StateITT INDUSTRIAL CREDIT COMPANY  
Secured Party (Lender)Hayward, California  
City State\$ 236,739.00 April 11, 1979  
Amount as of Date 19

KNOW ALL MEN BY THESE PRESENTS, that the undersigned debtor hereinabove named, in consideration of and for the purpose of securing the payment of all just indebtedness and obligations, according to the conditions of a certain promissory note or other evidence of obligation, dated as above and any other note or evidence of obligation hereafter given, does hereby grant the Secured Party, its successors and assigns, a security interest, pursuant to the Uniform Commercial Code, in all that certain personal property described specifically and generally below in Schedule "A" (all of which property is herein referred to as "Collateral") to secure the payment of said indebtedness and obligations, any and all sums hereafter advanced and expenditures hereafter made by the Secured Party under the provisions of this Agreement, and any and all indebtedness and obligations of Debtor to Secured Party whether now existing or hereafter incurred.

Debtor represents, warrants and agrees that:

(1) Debtor is the absolute owner and is in possession of all of the Collateral, and except for any lien or encumbrance noted in Paragraph (a) below and the security interest granted herein, the Collateral and each item thereof is free and clear of all security interests, liens and encumbrances and adverse claims of any kind or nature whatsoever.

(2) The Collateral is presently located and is customarily kept on or about the premises of Debtor's address as hereinabove set forth except as noted in Paragraph (b) below.

(3) Debtor will not, without the prior written consent of Secured Party, sell or pledge the collateral or any part thereof nor submit or subject it to any unpaid charge or encumbrance, including taxes, nor remove or permit the removal thereof from its present location except to the extent noted in Paragraph (b) below.

(4) The "Additional Provisions" set forth on the reverse side hereof shall constitute an integral part of this Security Agreement with the same force and effect as though set forth at length on this front side hereof.

(5) In the event of repossession after any default as defined herein, Debtor hereby waives notice of and opportunity for hearing.

## SCHEDULE A

**Twenty-five (25) 2,001 cubic foot, 70-ton gravity discharge hopper cars.  
AAR Reporting Marks in consecutive order of PLMX 501 through  
PLMX 525.**

together with all parts, accessories, repairs, improvements and additions thereto now or hereafter at any time made or acquired, all substitutes or replacements of the said Collateral made by Debtor (which, however, may be made only with the written consent of Secured Party during the term of this Security Agreement) and any and all other personal property now owned or hereafter acquired at any time by Debtor.

(a) The Collateral is free and clear of all liens and encumbrances except: None

(b) The Collateral is located and customarily kept at Debtor's address as set forth above except: Various sites in the Continental United States.

(c) The following items were or are to be purchased with the proceeds of the loan secured hereby None.

The undersigned Debtor (or if there are two or more Debtors, one of them) acknowledges receipt of a copy of this Security Agreement, and acknowledges that at the time of signing this Security Agreement on the above date, all blank spaces on this Security Agreement were filled in.

ITT INDUSTRIAL CREDIT COMPANY  
(Secured Party)

By: Daug Olson

JAMES L. TREADWELL  
Debtor ELIZABETH N. TREADWELL

James L. Treadwell  
Signature and Title  
Elizabeth N. Treadwell  
Signature and Title